



Newton Lane, Romsey SO51 8GZ Tel: 01794 521224 Web: hmtmarielouisehouse-uk.org

KEY FACTS & ADDITIONAL IMPORTANT INFORMATION

Choosing a care home is a very important decision and is often emotional, made at a time when you may be frail or in poor health and it is likely to be a process that you are unfamiliar with. It is essential that you are given the information you need to make informed choices about choosing a care home and that you can be confident that you will be fairly treated and are able to complain effectively if you have concerns.

Literature and websites can only tell you so much, and they are unable to convey the atmosphere of the home and engagement of the staff. We would encourage you to visit the home and are very happy to make an appointment at your convenience or make an adhoc visit if you are passing.

Please call on the number above to arrange an appointment when we can ensure adequate time is set aside to show you around the home and answer any questions you may have.

THE CARE NEEDS WE PROVIDE

The home is registered with CQC to provide accommodation for adults over the age of 65 who require:

- Nursing or Personal care;
- Dementia Care;
- Treatment of disease, disorder or injury.

Staff have received specialist training to support end of life care, for the resident and their family, with Care Leaders at Marie Louise House having completed an accredited End of Life Programme. The Mountbatten End of Life Programme is led and delivered by the Palliative Care Education Team at Mountbatten Hampshire. The aim is to provide education on all aspects of end-of-life care, improve skills and confidence and ensuring an organisational approach to end of life care this is delivered. The Mountbatten Programme cover all aspects of end-of-life care from early discussions through to bereavement care.



The home accepts short term respite care which is subject to room availability and will require a pre-admission assessment to be undertaken.

DETAILS OF THE ACCOMMODATION WE PROVIDE

Marie Louise House is a purpose-built care home constructed in 2005 and has 46 beds arranged over 3 floors. The home is located within walking distance of the market town of Romsey and in very close proximity to the abbey.

There are 2 floors of 18 beds providing nursing care and a smaller 10 bedded unit providing dementia care.

Nightingale	10 dementia beds
Kingfisher	18 nursing beds
Skylark	18 dementia beds

All rooms are single occupancy with an ensuite WC and wash hand basin with 5 rooms having ensuite shower facilities. The rooms are furnished and have television, telephone and access to internet connections. The home has assisted bath and shower rooms to support with bathing needs. There are various lounge and dining room facilities within the home and a welcoming reception area. Externally, as well as having secure garden areas, the home backs onto a large meadow which runs parallel with the River Test and Romsey's Memorial Park. The home is easily accessible and has its own private car parking.

STAFFING ARRANGEMENTS

The Home Manager is a qualified nurse and has extensive experience in delivery of care of the elderly and has been approved as the Registered Manager by the Care Quality Commission (CQC).

The Manager is supported by a Clinical Manager.

Each care unit is led by a Unit Manager who is a trained nurse and holds a level 5 qualification in Health and Social Care Management.

Given the increasing number of residents who have Dementia, the home has a full-time dedicated dementia specialist nurse to support those on the nursing floors who also have dementia care needs.

The staffing levels on each floor reflect the assessed levels of dependency of the residents.

As a minimum there is a nurse in the home 24/7, who is supported by a team of senior health care assistants (SHCA) and health care assistants (HCA).

The number of SHCA and HCS on duty at any one time will vary with the morning shift up to post lunch reflecting the higher staffing levels due to the range of duties and level of support to be provided.

Dining room assistants are also engaged to support at breakfast and lunch times.

The wellbeing and socialisation of residents is supported by an activities team who provide activities and social events over a 7-day period.

The administration and recording of personalised care planning is supported by care home software called Person Centred Software (PCS). Care staff and nurses update care records using hand held devices. The PCS facilitates a relative's gateway so that information can be shared with a nominated person subject to the consent of the resident.

Medication administration is digitalised using Atlas PCS and interfaces with the care planning software.

We place a very high value of training and development and staff are provided with extensive training opportunities to ensure they develop their skills, keep up to date and reflect best practice. Staff are supported with training by our in-house trainer.

LATEST INSPECTION RATING

Marie Louise House is currently rated by the Care Quality Commission as: **GOOD**

The most recent CQC inspection report can be found via the following link:

[Marie Louise House Nursing Home \(cqc.org.uk\)](https://www.cqc.org.uk/public/inspections/2022/11/marie-louise-house-nursing-home)

Further information can be obtained via the link below:

[Marie Louise House Nursing Home \(cqc.org.uk\)](https://www.cqc.org.uk/public/inspections/2022/11/marie-louise-house-nursing-home)

FUNDING ARRANGEMENTS

The funding arrangements are set out in our Terms and Conditions of Residency (separate document) and these together with this Key Facts & Important Additional Information schedule form the contractual arrangement when becoming a resident at Marie Louise House.

We accept residents who are self-funded.

We also accept funding from the NHS and Local Authorities, however, should the funding not cover the full amount of the Total Fee Package, the balance remains payable by either the resident and/or their third-party contributor.

In the event that such funding is withdrawn, the resident and/or their third-party contributor will remain liable for the full cost of the Total Fee Package.

We accept residents from all funding sources, on the basis that the total fee payable meets the fee for the assessed care needs as set out in the care plan and the accommodation and facilities provided.

Any funding which involves a third-party contribution arrangement will be subject to a separate legal agreement between the care home and the person responsible for meeting the differential between local authority funding or Continuing Health Care funding and the cost of the total care package.

MINIMUM PERIOD A RESIDENT MUST SELF FUND FOR

We seek evidence of the ability of a resident or their family to meet full funding of the fees for a minimum period of 3 years (this might be fully self-funded or a third party top up to LA or CHC funding rated applicable at the time). There is a section in the Terms and Conditions of Residency in which you are requested to detail information in relation to you, or your nominated representative and the ability to fund your care for a minimum of 3 years.

HOW SELF FUNDED RESIDENTS' FEES MAY CHANGE DURING THEIR STAY

Price Changes

The fees may change under the following circumstances:

- Annual fee review
- If there is a change in your health needs
- If there is a legislative or other change that impacts upon our costs

Annual Fee Review

Provided there are no changes to your care needs or the services you require, your fee is fixed up to 1 April for the first year. We will review and increase the fees annually with any increase taking effect from 1 April. We will write to you by 1 February each year to confirm the changes arising from our annual review and the new rates which apply from 1 April each year. The review is separate to any change in your fee which occurs because of a change in your individual care needs which would be reviewed at the time your care needs change.

We will review and increase the fee by the rate of the Consumer Price Index as at 31 December.

Fee Review on Change of Health Needs

We have offered you a place at the home on the basis of your individual health and social care needs at the time of taking up residency. We have assessed these needs and designed a bespoke care package for you, the details of which can be found in your Care Plan.

It is important to understand that all residents are likely to require more help and assistance day to day during their stay at the home. For example, you may need to move to another room or require more staff assistance to carry out tasks you were previously able to do for yourself. Where we believe (in our professional judgement) that your care needs or your requirement have increased to the extent that require us to make material changes to your Care Plan, we will discuss our assessment with you and explain the changes we believe are necessary. We will also confirm how this will impact the fee and any additional payments that will need to be made. Where you receive financial assistance from the Local Authority or NHS, we will also notify them as it may be appropriate for them to arrange their own assessments. Further details are contained in the Terms and Conditions of Residency.

Notice of Implementation of Fee Review due to Changes in Circumstances

We will try and give you at least 28 days' notice in advance of any changes to your care services and, we will charge the new fees from the same date on which we make the changes to your care package.

It may be necessary (in circumstances where there is significant, immediate and otherwise unavoidable risk to the resident's health) to make changes more quickly to ensure your health, safety and personal wellbeing. If we need to make changes on shorter notice, we will charge the new

fees from 7 days after the due date on which we make the changes to your care package or, on shorter notice (with your consent). In all circumstances we will give you as much notice as reasonably possible of the changes and the impact this has upon your fees. If we have implemented a change on shorter notice and you do not agree to the proposed changes you can choose to leave the home without giving us full notice, without having to pay the increased fee.

TOTAL WEEKLY FEES CHARGED TO SELF FUNDED RESIDENTS FOR EACH TYPE OF CARE SERVICE

The fee as stated below is indicative of the current fee for accommodation and services and the provision of nursing and dementia care. The exact fee will be dependent on the assessment needs of the resident at the time of admission or as reflected in the care plan. The quoted fee is indicative and for guidance only. Fees are subject to an individual's care needs assessment and the room type/service chosen.

<i>Indicative Total Fee Package</i>			01.01.2022	01.01.2023
Nursing Care (without FNC)			£ 1,573.00	£ 1,738
Higher needs Nursing Care (without FNC)				£ 1,821
Lower needs Dementia Care (without FNC)				£ 1,738
Dementia Care (without FNC)			£ 1,648.00	£ 1,821
Respite Nursing Care			£ 1,600.00	£ 2,086
Respite Dementia Care			£ 1,600.00	£ 2,185

FUNDED NURSING CARE CONTRIBUTIONS FROM THE NHS

Current FNC rate £209.19

If your admission to the care home is assessed as requiring nursing care, you may be entitled to funding by the NHS. This is called NHS Funded Nursing Care (FNC) and is a contribution made by the NHS towards supporting the provision of registered nursing care to eligible care home residents. The payment is made directly by the NHS to the care home where the nursing care is being provided, and the resident does not receive any money directly.

If the responsible CCG has assessed that the resident is eligible for FNC any payments received will be deducted from the total fees. The resident, will, however, remain liable for the total fees if FNC funding is withdrawn or if the CCG defaults on payment.

SERVICES INCLUDED IN THE WEEKLY FEES

- The provision of care services, personal, nursing or medical care as set out in the care plan which reflects care needs at any given time.

- Furnished accommodation in a room for your exclusive use.
- A choice of meals, beverages and snacks. We also cater for dietary requirements by arrangement.
- Full use of the lounge, dining rooms, bathrooms and any other communal areas and gardens in the home.
- Certain activities and/or events and the use of recreational facilities (you may be asked to make a financial contribution to the cost of some of the excursions; however, we will notify you of any charge in advance of any such excursion).
- Laundry and linen service excluding dry cleaning and hand washing.
- Liaison with your GP, social worker, district nurse, dentist, chiropodist and other professionals and provision of these services as funded by the NHS.
- Central heating (in season), hot water and lighting.
- Supply of bed linen and towels.
- Maintenance of the grounds of the home.
- Insurance of the home and its contents subject to further details set out below.
- Annual testing of resident's personal portable electrical appliances.
- Intercommunication system and all necessary fire alarms, extinguishers and emergency lighting tests.
- Internet access in line with reasonable usage.

ADDITIONAL SERVICES WHICH NEED TO BE PAID FOR SEPARATELY

The following extra items and services are not covered by the weekly fees, but we can arrange for them to be provided to you, at a cost. You shall be responsible for payment for extra items and services and we shall advise you of their cost beforehand.

- Medical attention, enhanced medical products and other services not provided free under the NHS.
- Specialist medical equipment not generally available in the home and not provided by the NHS.
- Adhoc changes to participate in activities organised by the home e.g., raffle tickets, theatre tickets, entrance fees relating to day trips.
- Hairdressing services.
- Private chiropody/podiatry.
- Private physiotherapy, dental care, hearing aids, eye care where not provided by the NHS.
- Manicures, beauty treatments and therapies.
- External services to provide aromatherapy massage and reflexology
- Personal copies of newspapers and magazines.
- Personal purchases such as stationery, confectionery, alcoholic beverages, particular snacks, personal flowers, soaps and toiletries.

- Cost of landline telephone calls.
- Enhances television and broadband/Wi-Fi service in the room (e.g., Netflix).
- Dry cleaning.
- Clothing, shoes and slippers.
- Special individual equipment which is not standard at the home.
- Installation of private telephone line, internet or cable TV connection.
- Other items of a luxury or personal nature.
- Taxi services or other transportation.
- Costs associated with the accompaniment to offsite professional appointments.
- The home provides a small TV however, if a larger, enhances TV is required, the purchase and installation cost will be the responsibility of the resident and their family.
- Registration process in the event of death.
- Participation in some external recreational trips or social activities such as theatre tickets.
- Accompaniment/escort to planned medical, hospital or similar appointments – see section Assisted Travel Charges.

The NHS continence service assess and provide a maximum of 4 pads per 24-hour period. Any additional pads are charged at cost.

ACCOMPANIEMENT TO HOSPITAL OR EXTERNAL APPOINTMENTS

The care home does not provide staff escorts for planned pre-arranged scheduled hospital or professional health care practitioner appointments. For many scheduled external appointments, next of kin/relatives are expected to accompany the resident.

In the event that this is not possible, the care home will endeavour to provide, a staff member to escort the resident. The cost of this service will be recharged to the resident at a rate of £15 per hour. We reserve the right to review this rate if circumstances change and you will be given notice of any change in line with the terms and conditions.

If the use of agency staff is required the cost plus of the agency staff plus 10% will be recharged to the resident.

Should an emergency occur and you need to be admitted to hospital, if staffing level permit, we would allow a member of staff to accompany you on your journey to hospital. However, if this is not possible, please be reassured that you will be supported by the attending paramedic team.

Your next of kin/relatives will be contacted as soon as possible and asked to meet you at the hospital.

UPFRONT PAYMENTS REQUIRED

Monthly fees are calculated by dividing the weekly rate by 7 days and the resulting daily rate is multiplied by the number of days applicable in the calendar month. Fees are paid monthly in advance by bank direct debit.

Invoices will be raised monthly and the payment fee is only accepted by direct debit with the exception only being the initial payment which can be made by bank transfer or cheque.
The home does not require a deposit to be paid.

TRIAL PERIOD

It is essential that there is an opportunity for both you, as the resident and for then home to assess the compatibility of long-term residency at Marie Louise House. As such, the first 6 weeks of admission will be regarded as the trial period.
After the 6-week trial period, a review meeting will be conducted which is to assess how you view and feel about Marie Louise House being your long-term home, and also, whether we can meet your care needs in the long term. At any time during the 6-week period, either party may on reasonable grounds, determine that the arrangement is not suitable. The notice period during the trial period is one week or until such time alternative accommodation is identified, taking into account the safeguarding and wellbeing of the resident.

INFORMATION ABOUT WHAT HAPPENS IF A RESIDENTS FUNDING ARRANGEMENTS CHANGE WHILE IN THE HOME

At the time of admission to the home a statement of funding is required to evidence sufficient funds or capital assets are available to support 3 years of accommodation to the home. This statement will form part of the review when funding arrangements change.
It is essential that changes in the funding arrangement are notified to the Home Manager as early as possible so that discussion with relevant parties can commence to ensure continuity of safe and appropriate care to meet the needs of the resident.
In the event that the funding situation of a resident changes in relation to NHS continuing care or if personal capital reduces to near the LA funding arrangement, we would discuss the situation with the resident and their relatives/advocate.
We would expect the resident or their relative/advocate to inform the Home Manager at least 6 months in advance prior to personal capital reaching the qualifying threshold for LA funding.
We may request a review of the funding statement every 2 years to ensure the statement remains current.

REASONS FOR ENDING THE CONTRACT AND ANY CONDITIONS (INCLUDING NOTICE)

It is anticipated that you will remain in the care of the home for a long time and be very happy here.
However, in certain circumstances it may be necessary to terminate the contract, and we reserve the right to terminate the contract beyond the trial period by giving 4-weeks' notice on the following grounds:

- Deterioration of health to a level which the home is not equipped or able to meet the nursing and care needs of the individual.
- Non-payment of the fees, if the resident/nominated representative fails to pay the fees due and payable under the agreement.

- The service and the resident or their representative cannot agree a price for the appropriate care where circumstances have changed on either side.
- Non-compatibility with the home, where there is an irreconcilable breakdown in the relationship between HMT and the resident and/or resident's relatives, visitors or nominated representative which, in HMT's reasonable opinion, interrupts the service or safe delivery of care to the resident or other service users.
- At the end of 4-weeks written notice by either the resident or the home, where, in the reasonable opinion of HMT, the resident's behaviour or the behaviour of a relative or visitor of the resident) is disruptive and/or presents a risk of harm to other service users in the home or to their welfare, or its staff, (in which case HMT's right to terminate will be exercised reasonably, taking account of the type of care that the home has agreed to provide to the resident and after all reasonable efforts have been made by HMT to manage the risk).

TRADING NAME AND CONTACT DETAILS

The trading name and address of the care home is:

Marie Louise House. Newton Road, Romsey. SO51 8GZ

Marie Louise House is part of:

The Healthcare Management Trust

14 Queen Anne's Gate, London. SW1H 9AA

A Charitable Company Limited by Guarantee registered in England No 1932882. Registered Charity No 292880

The Home Manager is the primary point of contact: sarquier@hmt-uk.org Telephone: 01794 521224

REGULATORY STATUS WITH THE CARE QUALITY COMMISSION

In England all care homes are regulated by the Care Quality Commission (CQC) who can be contacted online at www.cqc.org.uk

The Care Quality Commission registers all care homes and their details can be found on the CQC website.

Inspection reports, both current and some historic, can be found for Marie Louise House on their website.

In England the Care Quality Commission inspects to the standards set by the Fundamental Standards under the Health and Social Care Act 2008 as amended 2015. These can be found at <https://www.cqc.org.uk/guidance-providers/adult-social-care>

Mrs. Sue Arquier is the Home Manager and has been approved as then Registered Manager by the Care Quality Commission.

Mrs. Nichola Stefanou is the Chief Executive Officer for the Healthcare Management Trust and is the nominated individual approved by the Care Quality Commission.

Marie Louise House is currently rated by the Care Quality Commission as GOOD.

The most recent CQC inspection report can be found via the following link:

[eabad745-4255-4e93-8954-b216627b4b4a \(cqc.org.uk\)](https://www.cqc.org.uk/public/inspections/2018/2018-01-18-2018-02-18/2018-01-18-2018-02-18-eabad745-4255-4e93-8954-b216627b4b4a)

Further information can be obtained via the link below:

[Marie Louise House Nursing Home \(cqc.org.uk\)](https://www.cqc.org.uk/public/inspections/2018/2018-01-18-2018-02-18/2018-01-18-2018-02-18-eabad745-4255-4e93-8954-b216627b4b4a)

RESOLVING ISSUES AND OUR COMPLAINT PROCEDURE

We strive to deliver high quality care but on occasion we get things wrong. We treat complaints in an open and transparent way and view complaints as a way to improve our systems and drive up the quality of care we provide.

We are always pleased to hear from you if you have any comments or feedback about the home. If you do feel that something is not as you would like it to be or you think that we have made a decision which is unfair, please refer to our complaint's procedure, which is on display at the home or for further information please speak to the home manager.

The complaints procedure is available on our website and can also be obtained from the administration team at Marie Louise House. The complaints procedure is also issued alongside the Terms and Conditions of Residency.

INSURANCE AND PERSON BELONGINGS

You are welcome to bring personal possessions and furniture into the home provided that any electrical items are PAT tested and the furniture meets health and safety regulations and are easily cleaned as part of infection prevention and control measures.

For electric recliner chairs, privately owned wheelchairs (all types) and mobility scooters, proof of servicing in the last 12 months will be required prior to their use at the home. You are responsible for the cost of annual servicing and maintenance of the same. We reserve the right to ask you to remove any items which are defective or dangerous.

We stress however, that the amount and size of furniture in your room should permit sufficient and safe circulation space to allow your care to be delivered safely and minimise the risk of incident and accidents such as falls.

The home cannot take responsibility for the loss of, or damage to resident's belongings. All reasonable steps will be taken to safeguard property; however, residents are strongly advised to insure against loss or damage to items of personal property.

It is not advisable to keep large sums of money or jewellery at the home. If valuable items cannot be kept elsewhere, they should be handed to the home manager for safekeeping and a receipt will be provided.

Whilst we make every effort to provide a secure environment, we are not responsible for loss or damage to your belongings unless we have failed to take reasonable precautions to look after them. Further details of insurance cover are included in the service user's guide.

SUPPORTING CHOICE AND MEETING PERSONAL NEEDS

Care Plans

At Marie Louse House we endeavour to deliver person centered care and meet as many individual requests as practicable. On admission to the home, we will work with you to establish your personalised care plan which will be reviewed at intervals during your stay. Each person is an individual and will engage with residents and their relatives to meet these needs such as dietary and spiritual needs.

Pets

As a nursing home, we do not accept pets as the residents are often not sufficiently well enough to take on the responsibility of looking after a pet. However, we support emotional needs for nurturing animals through 'Pets as Therapy' and we also allow relatives to bring in a well-behaved pet to visit by prior appointment.

Faith/Spirituality

The home adopts an ecumenical approach to religion and residents of all faiths are welcome. We place a high value on the meeting of spiritual and pastoral needs of our residents and are happy to arrange visits from all faith and religious leaders wherever possible. The home has a chapel and a resident priest conducts services on a regular basis.

Medication

All medication, including homely remedies, must be handed in on admission for securing in a lockable cabinet in your room or the home's drug cupboard. You will be supported to self-medicate wherever possible and appropriate, in line with an appropriate risk assessment. If you do not self-administer your medicines safely or correctly, we will then review the risk assessment with you and may revert to administering medication for you.

As part of the admissions process, the residents must declare to the manager or senior nurse all medications and treatment creams that are currently used.

If the resident wishes to self-administer all or some of their prescription or non-prescription medications and treatment creams, then an assessment of their capability to self-medicate will be undertaken at the time of admission. If the assessment indicates that self-medication

appropriate, the resident will be asked to sign an agreement recording the decision and from that point HT accepts no responsibility and will have no liability in such circumstances unless due to any act of neglect or default on the part of HMT or its agents or an employee of HMT. The agreement, when signed, will be placed in the resident's care file. HMT will review the assessment on an ongoing basis. The home will be responsible for ensuring the resident received their medication from the pharmacist on a regular basis. Medication must be kept in a secure place in the resident's room and a lockable drawer will be provided for this purpose.

If the resident either chooses not to be self-medicating or the assessment of the resident's capabilities indicate that they are not capable of self-medicating, then the medications and treatment creams will be retained by the manager or person in charge on admission.

In the event that a resident who has not signed a self-medicating agreement wishes to self-administer any non-prescribed medications and treatment creams e.g., Paracetamol, the resident should inform the home manager or nurse in charge before doing so and HMT accepts no responsibility and will have no liability in such circumstances unless due to an act of neglect or default on the part of HMT or its agents or an employee of HMT.

VISITING

Visiting times are as flexible as possible and the home will advise the resident of the times visits may be made to the home. If treatments are to be carried out during the course of a visit, the home may request that visitors wait outside the room until the resident is ready to receive them. It is our policy to encourage open visiting to the home, provided that it is acceptable to the residents and does not adversely affect the quality of life of residents in any way.

The home may have to take steps to minimise the risk of cross infection in the event of a pandemic or outbreak of an infectious disease/illness within the home. You will be made aware of the implementation of these steps and will be required to adhere to them, even if this may require restrictions upon visitors or their exclusion from the home altogether. The home will manage visiting taking due regard to government guidance, Public Health England and the Care Quality Commission, in prevailing at the time of any outbreak of contagious disease and infection.

In the interests of general safety, visitors are required to sign in and out and to inform staff if a resident is leaving the premises with them.

All visitors to the home must conduct themselves in such a manner as not to disturb the peaceful enjoyment of the home's community. Visitors must also be civil towards staff.

Please note that we reserve the right to refuse or limit entry to visitors if their behaviour is persistently or materially abusive or threatening or where they pose a real and significant danger to residents, staff or other visitors.

Should the resident choose to leave the home with a visitor and without being accompanied by a member of the home staff, HMT do not accept liability for the resident's health, life or well-being while they are away from the Home.

LASTING POWER OF ATTORNEY

During the period of your stay with us, you may require assistance in managing your financial affairs or, due to a deterioration in your health, you may not have the capacity to continue to manage your affairs. This can result in difficulties in managing payments in accordance with the Agreement, which can be difficult to resolve and may lead to non-payment of fees. HMT recommends that as soon as is reasonably practicable after entering the Agreement, you therefore prepare a Lasting Power of Attorney for both property and financial affairs and personal welfare matters, to ensure that your affairs can continue to be managed.

YOUR ROOM

Your placement does not give you a tenancy. We do not expect you to move rooms but reserve the right to do so if we consider it is in your best interests to do so or if you ask to move. We will provide you with four weeks' notice, but reserve the right to ask you to move immediately if your safety is at risk. If the alternative room is more or less expensive than your current room, a different rate may apply and your fees will be amended accordingly. If the new room is less expensive, we will provide you with a refund of the part of the fees paid in advance. If you do not wish to move rooms you may end the contract by providing us with four weeks' notice and we will not charge any increased fees during the notice period. Whilst we will respect your privacy, we retain the right to full and unrestricted access to your room to provide the care you need.

FORCE MAJURE

We shall not have any liability to you if there is any interruption to the services arising from events beyond our reasonable control, for example, fire, extreme weather conditions, terrorist activity or outbreak of an infectious disease. In such circumstances we will offer you all reasonable assistance and take all reasonable steps to ensure continuity of care for you.

YOUR STANDARD T'S AND C'S FOR SELF-FUNDERS

A copy of our terms and conditions for self-funding residents is available on request from the home manager and will be included in information packs. A copy is also contained in the resident's guide and on our website.

INFORMATION SPECIFICALLY REQUIRED BY SECTOR REGULATIONS

In England the Care Quality Commission inspects to the standards set by the Fundamental Standards under the Health and Social Care Act 2008 as amended 2015. These can be found at <https://www.cqc.org.uk/guidance-providers/adult-social-care>

RIGHTS UNDER THE CONSUMER CONTRACT (information, cancellation and additional charges) REGULATIONS 2013

Where the contract for care is signed away from the care home there is a right under consumer law to cancel the contract within 14 days of signature. In these circumstances, written notification is required to cancel the contract within the 14-day time period.

DATA PROTECTION, GDPR AND INFORMATION GOVERNANCE

HMT will comply with its statutory duties under the Data Protection Act 2018, GDPR and its duties and confidentiality. HMT will take all responsible steps to ensure that the information it holds about the resident remains confidential and secure. Unless required by law or in circumstances that HMT deems necessary to ensure that the residents care needs are met, confidential information will not be disclosed without the resident's prior consent.

HMT is required by law to share personal information about people who use the service with other bodies at their request, for example, our regulator, the Care Quality Commission (CQC), the police or the local authority safeguarding team.

The CQC request to see any documentation the home holds about people who use the service for the purpose of fulfilling its regulatory functions. HMT cannot object to disclosure of this information, however, if the resident/nominated representative objects to any personal information HMT holds about them being shared, HMT can bring this to the attention of the Care Quality Commission/Care Inspectorate, who should then discuss the matter with the resident/nominated representative before accessing their information. This will be discussed with the resident during the care planning process.

PRIVACY NOTICE

Our role in your privacy

The Healthcare Management Trust (HMT) takes the right to privacy and confidentiality very seriously. HMT acts as the 'data controller' of your personal information. We are registered as a data controller at the UK Information Commissioner's Office under number Z6679470.

What personal data we collect

Data you provide to us:

- Basic personal information, including name and address, date of birth and contact details
- Financial information, including account and transactional information and history
- Information about you and your family
- Information about your preferences and interests
- Visual images of you
- Details of any services you receive from us
- Information we receive from other sources, such as local authorities and healthcare providers]
- Our correspondence and communication with you.

How and why, we use your data

As a care provider, HMT must collect and use personal information in order to provide effective, safe care and support. We must also meet regulatory requirements around the delivery of effective safe care and support, as well as complying with any investigations conducted by local authorities and law enforcement agencies.

Whilst we collect and use information from you, HMT is required to identify a legal basis for processing this data. These include:

- Contract – processing your data is necessary for a contract you have with HMT, or because we have asked you to take specific steps before entering into that contract.
- Legal Obligation – HMT must collect and use this information in order to comply with the law.
- Consent – occasionally HMT will ask for your consent to collect information. Where this is the case, you will be informed at the point of collection what we are collecting and why.
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Where we collect and use highly sensitive data from you, HMT is required to identify a further legal basis for this processing. This is:

- Health and Social Care – processing is necessary to provide you with effective care and support.

Your privacy choices and rights

You have the right to access information we hold about you. This includes the right to ask is supplementary information about the types and categories of data we process and the categories of third-party recipient we disclose this to. We will provide you with the information within one month of your request, unless doing so would affect the rights and freedoms of others.

You have the right to make us correct any inaccurate personal information about you.

NATIONAL DATA OPT OUT

HMT reviews all of its data processing on an annual basis to assess if the national data opt-out applies. This is recorded in HMT's Record of Processing Activities. All new processing is assessed to see if the national data opt out applies.

If any data processing falls within scope of the national data opt out, we use MESH to check if any of our services users have opted out of their data being used for this purpose.

At this time, HMT does not share any data for planning or research purposes for which the national data opt out would apply. We review this on an annual basis.